

# **AGREEMENT**

between

**LOCAL 8  
MEDICAL EXAMINER'S OFFICE UNIT  
INTERNATIONAL LONGSHORE AND WAREHOUSE UNION**

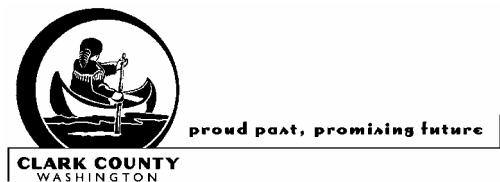
and

**CLARK COUNTY, WASHINGTON**

**January 1, 2004 through December 31, 2006**

## **EXHIBITS**

Exhibit A:     Salary Table



## TABLE OF CONTENTS

ARTICLE 1. RECOGNITION .....	1
ARTICLE 2. SCOPE OF AGREEMENT.....	2
ARTICLE 3. UNION SECURITY .....	3
ARTICLE 4. UNION RIGHTS AND REPRESENTATIVES .....	5
ARTICLE 5. STRIKES AND LOCKOUTS.....	6
ARTICLE 6. HOURS AND COVERAGE.....	7
ARTICLE 7. VACATION AND HOLIDAYS.....	10
ARTICLE 8. COMPENSATION .....	11
ARTICLE 9. INSURANCE.....	13
ARTICLE 10. UNIFORMS AND EQUIPMENT .....	16
ARTICLE 11. SENIORITY.....	17
ARTICLE 12. LAYOFFS AND RECALL.....	18
ARTICLE 13. DISCIPLINE/DISCHARGE .....	19
ARTICLE 14. GRIVEANCE PROCEDURE.....	20
ARTICLE 15. SAFETY.....	23
ARTICLE 16. DURATION.....	24
APPROVAL .....	24
EXHIBIT “A” .....	25

## **ARTICLE 1. RECOGNITION**

**1.1** The County agrees to recognize the Union as the sole collective bargaining agent for all employees covered by this Agreement. Such employees shall be those employed in the classifications covered by this agreement, including supplements and addenda and riders thereto and letters of understanding between the County and the Union or by order of the Public Employment Relations Commission.

**1.2 Temporary employees.** The County may employ temporary employees on a short-term basis. A temporary employee will not be used to fill a regular, budgeted position and normally will not be employed in the Medical Examiner's Office more than 1040 hours in any calendar year unless extended with the mutual agreement of the Union and the County. Temporary employees are excluded from this bargaining unit and not covered by this Agreement.

## **ARTICLE 2. SCOPE OF AGREEMENT**

**2.1** Matters not specifically addressed by this agreement shall be governed by County policy. The Union waives its right to bargain under RCW 41.56 with respect to all such matters.

**2.2 Savings Clause.** Should any article, section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

### **ARTICLE 3. UNION SECURITY**

**3.1** The County agrees that all employees who are, or who become members in good standing in the Union on or after the effective date of this Agreement, shall maintain their membership in good standing in the Union. All new employees hereafter employed shall, within thirty (30) days from their first date of hire, or within thirty (30) days from the effective date of this Agreement, whichever is later, become and remain members in good standing in the Union. Tender of the Union's periodic dues and initiation fees uniformly required as a condition of acquiring or retaining such membership shall, for the purposes of this Section, be considered membership in the Union.

**3.2** The Union shall advise the County in writing the amount of its initiation fees and monthly dues as duly adopted by its members. The County with the written consent of the employees, shall deduct from the monthly pay of each employee covered by this Agreement such fee or dues for the preceding month and remit the amount monthly to the Union. The County will also recognize assignment forms bearing the signature of the employee and showing the amount of the assignment. The assignment by its terms must be irrevocable for the life of this contract.

**3.3** Fair share and religious tenets exception. As an alternative, employees who are not members of the Union shall pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as exclusive representative of employees covered by this agreement. Such fair share payments shall be deducted from the earnings of non-members and remitted to the Union.

3.3.1 The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. Employees who elect not to join the Union and oppose the fair share fee based on bona fide religious tenets or teachings shall pay an amount equal to the fair share fee to a non-religious charitable organization mutually agreeable to the employee and the Union.

3.3.2 The Union shall bear the full responsibility for notification to fair share payers of the amount of the fee and the basis for its calculation, appeal avenues available to them and procedures for escrow treatment of the funds during any dispute relating to fair share payments.

3.3.3 The Union shall, each year during the term of this agreement, submit a list of employees covered by this agreement who are fair share payers and the amount of the fair share fee.

3.3.4 The Union further agrees to indemnify and hold harmless the County, its officers, agents and employees, from and against any and all claims, demands, actions and other forms of liability, monetary or otherwise, arising from the application and enforcement of this section.

**3.4** In the event an employee member of the Union fails to maintain his/her membership or fair share payment to the Union, the Union will notify the County in writing through the Human Resources Department of such employee's delinquency. The County agrees to give notice to the employee within five (5) working days that his/her employment status with the County is in jeopardy and that failure to meet his/her membership obligation within thirty (30) calendar days from the date such notice is received will result in termination. The Union will notify the County in writing of the failure of any employee to comply with any of the applicable provisions of this Article. If compliance is not attained within the aforementioned ten (10) days, the County shall terminate the employee.

**3.5** The County and the Union agree to develop a mutually agreeable dues deduction assignment forms for authorization of payments to the Union by payroll deduction. The County will deduct such dues from the wages of the employees and forward them to the Union each month.

## **ARTICLE 4. UNION RIGHTS AND REPRESENTATIVES**

**4.1** The Union Representatives shall have the right to contact employees at work regarding matters affecting this Agreement provided such activity does not interfere with or disrupt operation of the Medical Examiner's Office.

**4.2 Notification of Representatives.** The Union shall inform the County in writing of the names of its officers, and stewards who are authorized to represent the Union, this information shall be kept up-to-date at all times. Only persons so designated will be accepted by the County as representatives of the Union.

**4.3 Union Business during Work Hours.** Solicitation of Union membership, collection or checking of dues, Union meetings or other activities relating to the internal business of the Union will not be conducted during working hours. Work hours shall not be used by officers, employees or business representatives to conduct Union business or to promote Union affairs other than stated above. Except as specifically provided in Section 5.4 or elsewhere in this agreement, this prohibition shall extend to all County-owned equipment and facilities including mail distribution systems, voice and electronic mail, personal computers and computer software.

**4.4 Release Time.** Employee officers of the Union or stewards shall be allowed reasonable release time without loss of pay for the purposes of meetings with the County for collective bargaining, grievance meetings or disciplinary hearings. Not more than one on-duty employee will be permitted at said meetings unless specifically agreed otherwise by the parties. Nothing in this agreement shall be construed to require employees to receive compensation from the County for representation activities occurring outside of the employee's regularly scheduled work hours or for such time to be counted as time worked for overtime calculation.

## **ARTICLE 5. STRIKES AND LOCKOUTS**

**5.1** The County and the Union agree that the public interest requires the efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, the Union and/or the employees covered by this agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with County functions, nor shall the County institute a lockout.

**5.2** In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs during the life of this agreement, the County shall notify the Union of the existence of such activity and request information from the Union as to whether or not the activity has been authorized. The Union, after immediately responding to the County's request, will then proceed to make every reasonable effort to terminate the work interruption activity and induce the employees concerned to return to work or discontinue the prohibited activity. Employees shall not earn any benefits or wages whatsoever while they are engaged in such actions. In addition, employees who engage in or encourage such actions shall be subject to discipline and discharge and the only matter related to such action which may be subject to appeal is the question of whether or not the employee engaged in such activity. In the event of violation of this provision, the County shall be entitled to recovery of damages and expenses incurred by the violation.

**5.3** In the event the Union fails to discharge its duties under this Article, the County shall be entitled to recover from the Union any losses incurred as a result of activity in violation of this Article. In the event the County engages in a lockout in violation of this Article, employees so locked out shall be entitled to be made whole for all wages, benefits and rights lost as a result of such lockout.



## **ARTICLE 6. HOURS AND COVERAGE**

**6.1 Coverage.** The parties agree that the Clark County Medical Examiner's must provide 24 hour, 7 day service to the citizens of Clark County. On that basis the alternative program of wages, hours and leave benefits described herein will be provided to all employees classified as Medical Examiner Investigators. The parties agree that through this unique program, the Investigators shall be paid on a salaried basis.

### **6.2 Work schedules.**

6.2.1 Medical Examiner Investigators work shifts of two days on, four off (or 48 hours on followed by 96 off) in a six day work period. During an Investigator's two day shift, the Investigator must maintain regular office hours beginning at 8:00 am and ending at 5:00 pm. During the balance of the 48-hour shift, the investigator will be on standby and available for call out. The on-duty Investigator is required to be responsive to the County-issued pager and cell phone. Compensation for call outs is included in the base monthly salary as described in Section 8.3.

6.2.1.1 This schedule equates to 121.6 regularly scheduled 24-hour shifts per year per Investigator.

6.2.1.2 Relief coverage. All absences from scheduled duty are contingent upon the employee making arrangements for relief coverage by another Investigator. As used herein, absences include time off for vacation, personal business, training and conferences and other such purposes. Employees may trade additional shifts provided such trade would not unduly interfere with the operations of the Medical Examiner's Office. The employees will obtain clearance from the Medical Examiner of any such trades (except in emergency situations).

6.2.1.3 Sick Leave. Investigators shall be responsible for obtaining relief coverage for all sick leave absences that are known in advance -- medical appointments, scheduled surgery, family care needs and the like. Whenever possible, these activities should be scheduled on the employee's days off. Employees shall attempt to arrange coverage for unscheduled absences due to illness or injury and the Medical Examiner's Office may require employees to work in place of an absent ill/injured Investigator. Required relief shifts shall be distributed as evenly as possible between Investigators over the course of a year, however the Medical Examiner's Office bears no responsibility for management of shift trade arrangements or resolution of disputes concerning relief shifts owed between Investigators.

6.2.1.4 Employees providing approved relief coverage for an Investigator's approved work absence that exceeds ten (10) calendar days due to illness, injury or termination shall be compensated \$100 if the relief covers the entire 48 hour shift described in Section 6.2.1. Compensation will be \$50 if the relief covers an entire half shift (i.e., 5:00 pm to 5:00 pm the following day). The count of "calendar days" begins with the first full calendar day absent from scheduled work. For purposes of this section, a "calendar day" begins at 5:00 pm and ends at 5:00 pm the following day.

6.2.1.5. Emergency duty. The Medical Examiner's Office may require employees to respond or remain on duty to handle emergency situations.

6.2.1.6 Time Reporting. For payroll reporting purposes, Investigators shall report only hours engaged in active working activity -- office hours and call outs. Records of scheduled shifts and standby hours shall be maintained in the Medical Examiner's Office. Except as otherwise provided in this agreement, employees shall continue to be paid on a salaried basis. Investigators shall be compensated at one and one-half (1-1/2) times their "regular hourly" rate (as specified in Exhibit A) for hours engaged in active work activity in excess of forty (40) in a work week.

6.2.2 Autopsy Assistants shall be scheduled to provide coverage for office and morgue services. Autopsy Assistants will be compensated at one and one-half (1-1/2) times their regular hourly rate of pay for hours worked in excess of forty (40) in a work week. In addition, the current, regular Autopsy Assistant will receive overtime pay on a grandfathered basis for any hours worked on days not part of his regular work schedule.

6.2.3 **Stand-by Pay.** Autopsy Assistants assigned to stand-by duty shall be compensated at the rate of \$2.00 per hour for each hour on stand-by. Stand-by duty assignments are defined as a requirement to remain accessible, available and ready to report to work, and employees are required to report to work immediately or as directed.

**6.3** For purposes of calculating overtime for Investigators and Autopsy Assistants, the work week begins at 5:00 pm Sunday and ends at 5:00 pm Sunday. All overtime must be authorized by the Medical Examiner, or designee, prior to being worked. Overtime will be paid to the nearest quarter hour.

**6.4 Autopsy Assistant Coverage.** Investigators who are on duty Monday through Friday, exclusive of holidays, shall only provide autopsy assistance after all off-duty investigators have been offered the opportunity to work.

**6.5** The County will meet and discuss long-term changes to work schedules with the Union. Employees shall be granted a written, sixty-day notice prior to the implementation of any permanent changes to work schedules unless mutually agreed otherwise

**6.6 Meals and breaks.** The observation of any breaks or meal periods will not interfere with the functions of the Medical Examiner's Office.

## **ARTICLE 7. VACATION AND HOLIDAYS**

### **7.1 Application to Medical Examiner Investigators.**

7.1.1 Due to the unique scheduling considerations for Medical Examiner Investigators, holidays shall not be observed. Investigators shall be regularly scheduled for duty on any/all holidays recognized at the federal, state or local level. Compensation for holidays shall be limited to that provided by Section 7.1.3 .1 below.

7.1.2 In view of the relief coverage requirements, Investigators are not eligible for traditional paid vacation accrual and shall be compensated as provided in Section 7.13.2. However, all Investigators shall be entitled to a minimum of two consecutive 48-hour shifts off (12 calendar days) annually. All time off must be arranged in advance with the Medical Examiner and relief coverage must be obtained. The Medical Examiner shall ensure employees the ability to schedule this time off and may require other Investigators to work to meet this requirement if none are available on a voluntary basis. All additional time off shall be arranged through voluntary shift trades.

7.1.3 Compensation in lieu of vacation and holiday leave. The salary range in Exhibit A reflects the inclusion of additional compensation in lieu of vacation or holiday leave benefits, based on the following agreements:

7.1.3.1 In lieu of holiday compensation, Investigators shall receive an additional 4.62% of base pay reflecting the percent of holiday versus scheduled hours (96/2080) of a conventional schedule employee.

7.1.3.2 In lieu of vacation leave, Investigators with less than ten years service shall receive an additional 3.85% of base pay, reflecting the value of two weeks of paid vacation (2/52). After rounding, said additional total compensation shall equal 8.5% of base pay. In order to reflect increases in vacation accrual, Investigators shall receive an increase in pay beyond the seventh step at ten (10), fifteen (15), and twenty (20) years of service. Though granted at these five-year increments, the increases equate to the equivalent of three weeks vacation at ten years and four at twenty years.

**7.2 Autopsy Assistants.** Vacation, holiday and sick leave provisions for employees in this classification shall be consistent with those provided to the non-represented, non-management group (M3) as defined in the County Policy Manual.

## **ARTICLE 8. COMPENSATION**

**8.1** The salary schedule for classifications in the Union is shown at Exhibit A and is implemented based on the understandings listed below.

**8.2 Step Placement and Increases.** Employees shall normally be hired at the first step and shall be eligible for step increases after twelve months at each step in the range. Unpaid leaves of fifteen (15) days or more shall result in an adjustment to the eligibility date for the next step increase. Employees whose eligibility date falls between the first and the fifteenth of the month shall be eligible on the first day of the month. Employees whose eligibility date falls after the fifteenth of the month shall be eligible on the first day of the following month. Employees with January step dates as of the effective date of this agreement will retain that step date until a change in position or status warrants a change to the twelve-month schedule noted above. Step increases may be denied or delayed based on unsatisfactory job performance or misconduct.

### **8.3 Hourly Rates.**

8.3.1 For such purposes as are specifically defined in this agreement, the table located in Exhibit A of hourly and standby rates is agreed to. The rates are calculated based on the assumption that 2/3rds of an Investigators annual base salary is intended as compensation for regular and call-out hours and that 1/3rd of annual pay is intended as compensation for standby hours as specified in Section 6.2.1. Rates are also based on an approximation of two (2) call out hours per shift.

8.3.2 Autopsy Assistants covered by this Agreement shall be paid on an hourly basis. The hourly salary for Autopsy Assistant shall be as specified in Exhibit A of this Agreement.

### **8.4 Disaster Pay.**

8.4.1 Should a disaster situation occur such that the Medical Examiner requires Investigators to respond or remain on duty in excess of 96 hours within a regular six (6) day work cycle, Investigators shall be eligible for additional compensation as provided herein.

8.4.1.1 Additional compensation shall begin with the 97th hour of disaster duty.

8.4.1.2 Compensation during disaster duty extending beyond the 97th hour shall be paid at the hourly rate as shown on Exhibit A for work time or standby time as applicable. Overtime pay may apply under the provisions of Section 6.2.1.6.

8.4.2 Extra hours beyond the regularly schedule work days for Autopsy Assistants shall be paid as specified in Section 6.2.2 at the time and one-half rate for all hours worked.

**8.5 Autopsy Pay.** Investigators who are offered and accept special autopsy assistance duty on a regularly scheduled day off, shall be compensated at the rate of \$125 per autopsy. Investigators who are on duty on a Saturday, Sunday or holiday will be paid at the rate of \$125.00 for each autopsy for which they provide assistance in excess of one (1) each work day.

**8.6 Maintaining Licenses.** The County shall continue to cover the cost of one Investigator's funeral director and embalmer's license, until or unless the state ceases to require the County to handle deceased indigent individuals.

**8.7 Required Training.** Bargaining unit employees are required to attend periodic and annual training related to work place safety, such as blood-borne pathogens, accident prevention and others. When these required training sessions fall on an employee's regularly scheduled day off, they shall be paid at the "hourly rate for regular work" as defined in Exhibit A of the agreement for the actual hours of the training.

When Investigators attend training required to achieve and maintain the American Board of Medicolegal Death Investigators' Registry Certification or other pre-approved, job related training they may be paid for classroom hours as specified in the course description at the "hourly rate for regular work" for up to eight hours per day.

The Medical Examiner's approval is required for all training attended by employees, where the training expenses are funded by the County, and such approval is contingent upon the job-relatedness of the training, budget availability, and ability to cover the work during absences.

## **ARTICLE 9. INSURANCE**

**9.1.** The Union will continue to accept decisions regarding healthcare expenditures, plans and carriers for medical and dental insurances for 2004, 2005 and 2006 made by the County's Multi-Party Healthcare Committee. The Medical Examiner's Unit may, at the members' option, participate in the Committee as voting members or observers.

The County has agreed to provide the following financial funding increases over 2003 funding for healthcare benefits:

- Year 2004: +10.8%
- Year 2005: +10.5%
- Year 2006: +10.5%

**9.2** The County agrees to make available to eligible employees and their dependents one medical/dental plan. An employee may not be insured simultaneously as both an employee and as a dependent and only one employee may insure dependents.

9.2.1 Employees shall be eligible for medical insurance effective the first of the month following date of hire or first of the month following date enrollment forms are received by Human Resources/Benefits Department. Coverage will terminate at the end of the last day of the month in which employment ends.

9.2.2 Dental coverage will begin the first of the month following ninety (90) days of employment. Coverage will terminate at the end of the last day of the month in which employment ends.

9.2.3 Regular part-time employees whose budgeted regular schedule calls for thirty (30) hours per week (.75 FTE) or more shall be eligible for the full County contribution. For regular part-time employees in positions budgeted at one-half up to three quarter Full Time Equivalency (.5 to .749 FTE) the County shall pay seventy percent (70%) of the County's contribution for the highest cost plans for 2004 with the employee contributing the balance based upon employees' plan of choice. The Healthcare Committee shall have the responsibility to determine the appropriate pro-ratio for 2005 and 2006. Temporary increases in work hours will not result in an increase in benefits available or employer contribution, unless the increase in hours continues for three consecutive months or more.

9.2.4 Eligible dependents include legal spouse and dependent children up to age 19 or until age 23 if a full-time student at an accredited school.

9.2.5 Beginning in calendar year 2005, the County will make available medical and dental insurance coverage for the eligible employee's domestic partner subject to required tax regulations relevant to this benefit. To access this benefit the employee must have a completed Affidavit of Domestic Partnership on file in the HR-Benefits Department.

**9.3 Carrier and Coverage Changes.** The County retains the exclusive right to select the plans and carriers (or to develop and implement a self-insurance plan) for medical, dental, life or other insurance plans provided that the successor plan(s) shall provide substantially equal or better coverage than the existing plans.

**9.4 Open Enrollment.** The County agrees to provide annual open enrollment periods annually and/or beginning not less than thirty (30) days prior to any change in medical coverage. Such open enrollment periods shall be not less than two (2) weeks in duration.

**9.5 Life Insurance.** The County shall provide each employee a group term life insurance policy including accidental death and dismemberment coverage in the amount of \$20,000. Employee and/or dependent coverage shall be made available for employee purchase.

9.5.1 The County shall continue to make available through payroll deduction voluntary supplemental and dependent life insurance to employees, subject to individual evidence of insurability at such premium rates as are established by the carriers. The County will make every effort to negotiate the most effective rates.

**9.6 Continuation of Benefits.**

9.6.1 Pursuant to federal law, employees and/or dependents who lose group health care coverage are eligible to continue participation in the group health plan for the time periods as defined in the law. The affected employee and/or dependent is responsible for the cost of the coverage plus an administrative fee.

9.6.2 County provided health benefits will continue during an unpaid family and medical leave or accident or illness covered by Workers' Compensation at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work following an approved family and medical leave for reasons other than a continued serious health condition, the employee will be required to reimburse the County the amount if paid for the employee's health insurance premiums.

9.6.3 Eligibility for insurance coverage for medical and dental insurance during other unpaid leaves will be in accordance with the federal COBRA program. Employees are not eligible for other insurance coverage during unpaid leaves of absence.

**9.7 Disability Insurance.** In light of the relief coverage requirements for Investigators and in lieu of conventional sick leave, the County will continue Investigators at full salary during the first 60 calendar days of absence due to illness or injury. In addition, the County will continue the current long term disability insurance policy providing for pay continuation of 60% of salary with a sixty (60) day elimination period and such other provisions as are provided by the plan document. Such program may be provided on an insured or uninsured basis at the County's discretion and is subject to the terms and conditions of the agreement between the County and the carrier.



**9.8 Liability Insurance.** During the term of this Agreement, the County shall defend and indemnify employees against allegations arising from all acts or omissions occurring within the scope of the duties and responsibilities of the employee's employment. The County need not indemnify and defend the employee for any dishonest, fraudulent, criminal or malicious act or for any suit brought against the employee by or on behalf of the County.

## **ARTICLE 10. UNIFORMS AND EQUIPMENT**

**10.1** Employees must adhere to a dress code as a condition of their employment. During the course of their work they are exposed to various elements which can spot, stain or destroy a garment. Therefore, the County shall provide a clothing cleaning allowance of \$400.00 to Investigators. This allowance will be paid in equal quarterly payments each year and is subject to IRS rules regarding taxability of cleaning and clothing allowances.

**10.2** All employees required by the County to use their private cars for official business, as directed by the County, shall be compensated at the current IRS mileage rate. Maximum use shall be made by employees of County-owned vehicles in order to avoid use of employees' cars. Compensation shall not be made for employees traveling from home to work and return.

10.2.1 The practice of allowing the on-call Medical Examiner Investigator to take a work vehicle home shall continue so long as work schedules and the number of vehicles available allow. No other employees may take work vehicles home without the specific permission of the Medical Examiner.

**10.3** The County will consider requests to replace County and personal equipment and clothing damaged or destroyed beyond normal wear and tear while on duty, subject to its policies and standards.

## **ARTICLE 11. SENIORITY**

**11.1** Except as otherwise defined in this Agreement, Seniority shall be defined as follows:

11.1.1 Seniority is determined by the length of an employee's continuous active employment within a class for the purposes of step increases.

11.1.2 Seniority is determined by the length of an employee's continuous active employment with the County for purposes of retirement eligibility and layoff.

**11.2** The Medical Examiner's Office will provide the Union a copy of the seniority list each year and post the list on designated bulletin boards.

**11.3** Except as provided under the definition of re-employment, an employee shall lose all seniority in the event of termination for just cause or voluntary resignation. Employees shall maintain, but not accrue, seniority during leaves of absence of 15 days or more. Employees shall continue to accrue seniority during the following:

11.3.1 Military, US Public Health and Peace Corps Leave

11.3.2 Industrial injury leave

11.3.3 Medical leaves of absence not to exceed 3 months

11.3.4 Leave without pay of less than fifteen (15) days

## **ARTICLE 12. LAYOFFS AND RECALL**

**12.1** The Medical Examiner's Office may layoff any employee in the department whenever such action results from shortage of work or funds, the abolition of a position because of changes in organization, budget adjustments directed by the Board or other reasons outside the employer's control of a non-disciplinary nature; however, no regular or probationary employee shall be laid off while there are temporary or provisional employees serving in the class for which the regular or probationary employee is eligible and available.

**12.2** Layoff and recall of probationary or regular employees shall be based on seniority. However, seniority may be bypassed as necessary to ensure that remaining or returning employees are qualified to hold the position(s).

**12.3** The name of regular employees who are laid off or displaced under this Article will be placed on the recall list for the classification previously occupied in inverse order of layoff. The recall list will remain in effect for a period of one (1) year, until the employee requests that his/her name be removed from the list, or until the employee declines re-employment in the classification from which he/she was laid off, whichever is sooner. Under no circumstances shall the County hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be re-employed. The County shall notify an employee on the recall list of his/her recall to work by certified mail to the employee's last known address. The employee shall respond in writing within seven (7) days of receipt of such notification or forfeit his/her right to recall under this Article.

**12.4** Employees who will be separated from County service shall be provided a minimum of twenty (20) working days notice or pay in lieu of notice (one day's pay for each day of notice below twenty).

**12.5** The County shall pay a laid off employee's medical and dental insurance premiums through the end of the month succeeding the month in which layoff occurs.

## **ARTICLE 13. DISCIPLINE/DISCHARGE**

**13.1** The parties agree that the County has the right to discipline employees for just cause.

13.1.1 Probationary Period. The first twelve (12) months of employment following hire, rehire or promotion shall constitute the probationary period. Probationary employees may be disciplined at any time during the probationary period without cause or recourse to the grievance procedure.

**13.2** Employees (other than those on initial probation or probation pursuant to rehire) shall not be subject to disciplinary discharge without first being warned, in writing, that the objectionable conduct, unless corrected, may lead to discharge; provided, that such prior written reprimand shall not be required where the relevant circumstances indicate that immediate discharge or suspension is warranted.

**13.3** Information in the employee's personnel file shall be made available to an authorized Union Representative upon request.

### **13.4 Personnel Files.**

13.4.1 Employees shall be provided copies of all adverse material to be included in their personnel file and shall have the right to attach statements in rebuttal or explanation.

13.4.2 Written warnings placed in an employee's personnel file shall be removed after two (2) years provided that no other problems have occurred.

13.4.3 Employee personnel files will be maintained as confidential records to the full extent allowed by law. Access to the employee's personnel file shall be limited to the employee, his/her authorized representative, officials of the County and Medical Examiner's Office, and such other persons or agencies as may be allowed under state and County laws and regulations.

**13.5** If any employee is given a directive by a supervisory officer, which he/she believes to be in conflict with any provisions of this Agreement, the employee shall comply with the directive at the time it is given and thereafter exercise his/her right to grieve the matter. The employee's compliance with such a directive will not prejudice the employee's right to file a grievance, and his/her compliance will not affect the resolution of the grievance.

## **ARTICLE 14. GRIEVANCE PROCEDURE**

### **14.1 Purpose and Scope.**

**14.1.1** The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Only matters involving the interpretation, application, enforcement or alleged violation of the terms of this Agreement shall constitute a grievance.

**14.1.2** The parties agree that every effort should be made to resolve grievance informally and to settle grievances at the lowest possible level. The grievant and/or the Union and the appropriate County representative shall meet, if necessary, to attempt to resolve the grievance at any step.

**14.1.3** A grievance may move to any level in the grievance procedure by written mutual agreement of the parties.

**14.2 Filing and Processing Requirements.** A grievance may be brought under this procedure by one or more aggrieved employees, with or without a Union representative; or by the Union as a class grievance (hereafter described as "the grievant"). No grievance shall be processed beyond Step 3 without Union concurrence and representation.

14.2.1 Disciplinary grievances shall be initially submitted at Step 2. Grievances concerning written warnings may not be processed beyond Step 2.

14.2.2 Class or class action grievances of bargaining unit-wide application, shall be initially submitted at Step 2. Class grievances are those which would potentially have application to all or most all employees covered by this agreement.

14.2.3 A grievance must be submitted in writing, and be signed and dated and indicate the step at which it is being filed. Those not meeting the requirements of this section shall not be considered officially filed or may not be moved to the next step until the missing information is provided. Written grievances and responses must minimally contain the following:

- a. A statement of the grievance/response and the facts upon which it is based;
- b. A statement of the specific provision(s) of the Agreement that is (are) the basis of the grievance/response;
- c. The manner in which the provision is purported to have been violated, misapplied or misinterpreted (or in which the provision supports the response);
- d. The date or dates on which the alleged violation, misinterpretation or misapplication occurred; and
- e. The specific remedy sought or offered.

### **14.3 Timelines.**

14.3.1 The grievant shall present a grievance within ten (10) working days of its occurrence or the date the grievant should have known of its occurrence, whichever is later.

14.3.2 A grievance or complaint not responded to by the appropriate County representative within the time limits specified at any applicable lower step, may be moved to the next step in the procedure.

14.3.3 The time limits prescribed herein may be waived or enlarged by mutual agreement, in writing, by the aggrieved employee, or the Union in a class grievance, and the appropriate County representative at each step. In particular, the time limits shall be extended by any period of absence of the Medical Examiner which would inhibit meeting them.

### **14.4 Steps.**

14.4.1 **Step 1.** The employee and the Steward, or the employee individually, shall take up the complaint with the Medical Examiner. This is considered the informal resolution step and does not require the written elements discussed above.

14.4.2 **Step 2.** In the event the complaint is not satisfactorily settled through these informal attempts, the employee and the Steward shall complete and sign a written complaint, meeting the requirements specified in 14.2.3, and forward the grievance within five (5) working days to the next step in the procedure, the Medical Examiner or his/her representative. The Medical Examiner shall consider the grievance and respond within ten (10) working days.

14.4.3 **Step 3.** If the Union/grievant is not satisfied with the response, the grievance shall be forwarded to the Human Resources Director as the Board of County Commissioner's designee for labor relations unless the matter is within the sole authority of the Medical Examiner. The Human Resources Director shall respond within ten (10) working days.

14.4.4 **Step 4.** If the Union/grievant is not satisfied with the response, the grievance shall be moved to arbitration. The Union shall notify the County, in writing, of submission to arbitration within ten (10) working days after receipt of the County's written response in Step 3 above.

**14.5** The Union and the Human Resources Director shall endeavor to mutually agree upon an arbitrator. If a mutually acceptable arbitrator cannot be determined, the party requesting arbitration shall request a list of seven (7) qualified neutrals from the Federal Mediation and Conciliation Service (FMCS) who shall be members of the National Academy of Arbitrators.

Each party shall have the right to reject one panel in its entirety and request that a new panel be submitted. Within ten (10) working days after receipt of the list, the parties shall alternately strike the names on the list, and the remaining name shall be the arbitrator. The party requesting arbitration shall make the first strike.

**14.6** The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrator's fee shall be borne by the losing party. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine him/herself to the precise issues submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her.

**14.7** It shall be the intention of the parties to settle all differences between the County and the Union through grievance machinery and arbitration in accordance with the provisions of this Agreement.



## **ARTICLE 15. SAFETY**

The County and the Union recognize the need to maintain a safe work environment to ensure protection of the health and safety of employees as well as the general public. All employees shall, in the course of their work, be responsible for utilizing appropriate standard precautions as outlined in the County and Department policies and procedures, as currently exist or may be modified. The County will provide notice to the Union prior to implementing any safety policies or procedures that may impact employee working conditions.

## **ARTICLE 16. DURATION**

This Agreement shall be in force and effect from the effective below date (except where otherwise noted) to December 31, 2006 and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least ninety (90) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provisions to the contrary notwithstanding.

## **APPROVAL**

This Agreement, entered into between Clark County and the Medical Examiner's Office Unit was formally signed and approved on the \_\_\_\_\_ day of November 2004.

## **BOARD OF CLARK COUNTY COMMISSIONERS**

\_\_\_\_\_  
Betty Sue Morris, Chair

### **CLARK COUNTY**

\_\_\_\_\_  
Dennis Wickham, MD  
County Medical Examiner

\_\_\_\_\_  
Bruce E. Speidel, Negotiator  
Human Resources

### **MEDICAL EXAMINER'S OFFICE UNIT, INTERNATIONAL LONGSHORE AND WAREHOUSE UNION, LOCAL 8**

\_\_\_\_\_  
Scott Shinall  
Secretary/Treasurer

\_\_\_\_\_  
Leal A. Sundet, Chairman  
Labor Relations Committee

## EXHIBIT A

### Salary Table

2% on February 1, 2004										
Medical Examiner	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	10 Years	15 Years	20 Years
Investigator Mo.	3235	3396	3534	3712	3897	4091	4125	4172	4204	4250
MEI Regular Hrly	20.68	21.71	22.58	23.73	24.90	26.14	26.36	26.65	26.88	27.16
MEI Standby	7.57	7.95	8.26	8.68	9.11	9.57	9.64	9.76	9.84	9.95

Autopsy Assistant										
Hourly	16.30	17.12	17.97	18.87	19.82	20.81	21.85			

2% on January 1, 2005										
Medical Examiner	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	10 Years	15 Years	20 Years
Investigator Mo.	3300	3464	3605	3786	3975	4173	4208	4255	4288	4335
MEI Regular Hrly	21.09	22.14	23.03	24.20	25.40	26.66	26.89	27.18	27.42	27.70
MEI Standby	7.72	8.11	8.43	8.85	9.29	9.76	9.83	9.96	10.04	10.15

Autopsy Assistant										
Hourly	16.63	17.46	18.33	19.25	20.22	21.23	22.29			

2.2% on January 1, 2006										
Medical Examiner	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	10 Years	15 Years	20 Years
Investigator Mo.	3373	3540	3684	3869	4062	4265	4301	4349	4382	4430
MEI Regular Hrly	21.55	22.63	23.54	24.73	25.96	27.25	27.48	27.78	28.02	28.31
MEI Standby	7.89	8.29	8.62	9.04	9.49	9.97	10.05	10.18	10.26	10.37

Autopsy Assistant										
Hourly	17.00	17.84	18.73	19.67	20.66	21.70	22.78			